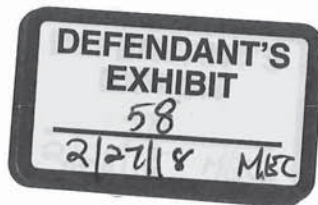


# EXHIBIT “B”

(Ablovatskiy Dec.)



BRYAN M. MCGARRY  
Partner  
(714) 800-1430  
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mcgarry.bryan@dorsey.com

April 25, 2017

**VIA ELECTRONIC MAIL**

Jonathan Shechter  
Sasha Ablovatskiy  
Foley Shechter LLP  
211 E. 43rd Street | Suite 609  
New York, New York 10001  
js@foleyshechter.com  
sablovatskiy@foleyshechter.com

Re: Rackwise, Inc., et al., v. Archbold, El Dorado Superior Court, Case No. PC  
20170190

Dear Counsel:

We represent Rackwise, Inc. ("Rackwise") and Rackwise Funding II, LLC ("RFII") (collectively, "Plaintiffs") in connection with the above-referenced lawsuit. As you know, we filed the above-referenced declaratory relief action in the Superior Court of California, County of Eldorado, requesting, *inter alia*, a judicial declaration that Defendant Guy Archbold ("Defendant") was validly removed from Rackwise and has no actual or apparent authority to act on behalf of Rackwise.

Defendant does not have actual or apparent authority to act on behalf of, or otherwise bind Rackwise, and has not had any actual or apparent authority to act on behalf of Rackwise since February 3, 2017. Given that Mr. Archbold's removal was publicly reported and, as far we understand, he has at most a minimal equity interest in Rackwise, there does not appear to be any good faith basis upon which for your office to claim that it is authorized to represent Rackwise. Consequently, you are not authorized to represent or otherwise act on behalf of Rackwise, and Rackwise will not be liable for any fees you incur or other actions you purport to take on its behalf.

We also understand that you forwarded a purported termination letter, signed by Defendant and written on Rackwise letterhead, to Rackwise client, Unisys. This was not authorized. Even assuming *arguendo* your firm did represent Rackwise, which it does not, sending the letter purporting to terminate Rackwise's contract with Unisys is antithetical to Rackwise's best interest, and would constitute a breach of the ethical obligations your firm would owe to Rackwise. This action was clearly taken on behalf of Defendant, who seems determined to destroy what minimal value is left in Rackwise for the creditors and shareholders of Rackwise.

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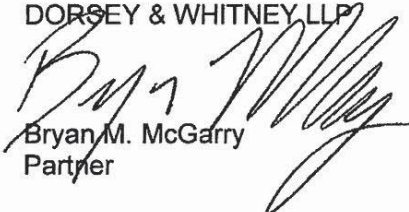
Jonathan Schechter  
Sasha Ablovatskiy  
April 25, 2017

Please confirm in writing that you will refrain from contacting any Rackwise customers pending resolution of this dispute. Please also immediately provide the details of any Rackwise customers you have communicated with purportedly on behalf of Rackwise since February 3, 2017, including: (1) the date of the communication, (2) the identify of customer you contacted or otherwise communicated with; and (3) the content of the communication. Please also confirm in writing that you and your firm will refrain from soliciting any investments or funding from any third parties purportedly on behalf of Rackwise, and that you and your firm will refrain from participating in the solicitation or collection of any investments or funding purportedly on behalf of Rackwise pending resolution of this dispute.

Nothing contained in this letter is intended to be, nor shall it be construed to be, a waiver of Rackwise's rights, remedies, claims or defenses, at law or in equity, all of which are expressly reserved hereby.

Very truly yours,

DORSEY & WHITNEY LLP

  
Bryan M. McGarry  
Partner

BMM:

cc: Michael Weiner  
Randall Paulson  
Patrick Imeson